books, and the purchaser relied thereon to his prejudice, the instruction that the jury should find for the seller if he merely stated that the books of the company showed this condition, was erroneous.

Representations made by the vendor on a sale for the purpose of inducing the vendee to purchase, and which did induce the vendee to purchase, amount to a warranty. *Marsh v. Webber,* 13 Minn., 109. No particular words are necessary to create a warranty. *Thorne v. McVeagh,* 75 Ill., 81. The decisive test as to whether there is a warranty or not has been said to be "whether the vendor assumes to assert a fact of which the buyer is ignorant; or merely states an opinion or judgment upon a matter of which the vendee has no special knowledge, and on which the vendor may be expected to have an opinion; in the former case there is a warranty, and in the later case there is not." *Mechem's Sales,* Vol. II., Sect. 1243. Whether the representation was made as one of fact, or merely of opinion, is, where a dispute arises, a question of fact for the jury to determine. *Hawkins v. Pemberton,* 51 N. Y., 198. Whenever the facts are conceded, and the expressions of both parties are admitted, then the question is one which the jury should not decide. *Holmes v. Tyson,* 147 Penn., 305. When the warranty has been broken, then the offended party is entitled to maintain an action for such breach. *Bryant v. Isburgh,* 13 Gray (Mass.), 607. Records on the corporation books are not generally evidence against a stranger; but they are against a corporator who assented to the entry made in them, or against anyone claiming under him. *Union Canal Company v. Loyd,* 4 Watts and Sar (Penn.), 393.

HUSBAND AND WIFE—LIABILITY OF HUSBAND—NECESSARIES.—THRALL HOSPITAL V. CAREN, 124 N. Y., SUPP., 1038.—*Held,* that a physician's service to a sick wife is a necessary that the husband must furnish, either through himself or through her implied authority to call a physician, and the husband is primarily liable therefor.

Where husband and wife live together, the husband is liable for medical attention and services appropriate to his wife's illness, if they are supplied on his credit, but not if supplied on her credit, and charged to her alone. *Black v. Clements,* 2 Pennewill, 499. A husband living apart from his wife is liable for necessary medical services furnished the wife, where he made no adequate provision for such necessaries. *Button v. Weaver,* 84 N. Y. Supp., 388. Medical services are necessaries, within the rule making the husband liable for necessaries furnished the wife. *Cothran v. Lee,* 24 Ala., 380; *Glaubensklee v. Low,* 29 Ill. App., 408; *Mayhew v. Thayer,* 8 Gray (Mass.), 172; *Potter v. Virgil,* 67 Barb. (N. Y.), 578. A husband's liability for medical services rendered his wife while she is living apart from him depends on whether the separation is due to his fault. *Wolf v. Schulman,* 90 N. Y. Supp., 363.

HUSBAND AND WIFE—WIFE'S INDORSEMENT ON HIS NOTE—LIABILITY.—BASILEA V. SPAGNUOLO, 77 ATL., 532 (N. J.).—*Held,* that a wife, indorsing for accommodation a note of her husband in New Jersey, and made

payable there, to his creditor, to whom it is delivered, is not liable thereon to the creditor.

The validity of a contract of indorsement is ordinarily determined by the law of the place where the indorsement is made. *Union National Bank v. Chapman,* 169 New York, 538, 543. Every indorsement is presumed, unless the contrary appears, to have been made at the place where the instrument is dated or payable. *Daniels on Negotiable Instruments* (5th ed.), Sect. 728; *Chemical National Bank v. Kellogg,* 183 New York, 92. The Negotiable Instruments Law, enacted in nearly all the states, supports this doctrine. *Crawford on the Negotiable Instruments Law,* 58. Where a married woman indorses an accommodation note in a state where her common law disabilities have not been removed as to indorsement, dated and payable in that state, her contract is therefore of no effect. But if the note is dated or payable in another state, where her indorsement would be valid, and where the note is negotiated, she is liable on the note to a *bona fide* purchaser for value without notice, being estopped to show the true facts. *Chemical National Bank v. Kellogg,* 183 New York 92. Even in New Jersey, where a married woman is not liable as an accommodation indorser, her indorsement will be enforced as a New York contract in such a case. *Thompson v. Taylor,* 66 N. J. Law, 253. Another view is that even if the contract is to be regarded as of the place where she wrote the indorsement, she will be estopped to deny that her contract was made in another state. *Union National Bank v. Chapman, supra; Quaker City National Bank v. Showacre,* 26 W. Va., 52. Still another theory, upheld by many text writers, and supported by a number of decisions, is that an accommodation party's contract is made in the state where the instrument is first negotiated. *Daniels on Negotiable Instruments,* Sect. 868.

INFANTS—DEEDS—RATIFICATION.—SYCK v. HELLIER, 131 S. W., 30 (KY.).—*Held,* that the mere retention of the purchase money paid to an infant in consideration of his conveyance of real estate is not a confirmation of the deed after his attaining full age.

There is much conflict of opinion on the point as to whether mere acquiescence by an infant on attaining his majority will serve to ratify his prior contract. Some authorities hold that omission to disaffirm a contract within a reasonable time after attaining his majority will amount to ratification. *Hastings v. Dollarhide,* 24 Cal., 195; *Dolph v. Hand et al.,* 156 Pa. St., 91. But on the other hand there are many cases holding that mere acquiescence will not bar an infant from disaffirming his contract. *Tyler v. Gallop,* 68 Mich., 185; *Vaughan v. Parr,* 20 Ark., 600. Likewise, there is also much conflict among the authorities as to the effect of retention of the consideration of a contract by an infant after reaching majority. The weight of authority seems to hold that the retention of the consideration without disaffirmance for an unreasonable time will amount to ratification. *Robbins v. Eaton,* 10 N. H., 561; *Hubbard v. Cummings,* 1 Greenl. (Me.), 11. However, other cases hold that mere retention of the consideration does not ratify the purchase. *Benham v. Bishop,* 9 Conn.,